**Example Letter of Offer and Employment Contract**

This can be done in a brief letter form and should include:

* The new employee’s name
* The nature of the job
* The remuneration as a total package
* Other benefits, such as a bonus and non-packaged items (e.g. company car)
* Annual leave, sick leave, maternity/paternity leave
* The terms and conditions of resignation/termination, including notice period

Other things may be included depending on the position, such as confidentiality agreements covering sensitive information (e.g.: their intellectual property and that of their customers)

**Example Letter of Offer**

Dear \_\_\_\_\_\_\_\_\_\_\_\_  
  
**Offer of employment as (insert position title)**  
  
We are delighted to offer you employment in the above position.  
  
The terms and conditions, as we briefly discussed, are set out in the attached contract of employment. If you have any queries about these please do not hesitate to contact ... If you have specific queries you may wish to seek your own legal advice.  
  
Please review this offer of employment, sign the note of acceptance at and return to myself. An additional copy of the contract is enclosed for your retention.  
  
We look forward to welcoming you on date.  
  
  
Yours sincerely  
  
  
Name  
Position

**Example Employment Contract**

This document outlines the terms of contract of employment proposed by ABC Solutions...date  
  
  
Name of employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Commencement date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
**Location**  
You will be employed at the company’s head office:  
  
(address)  
  
If the possibility of relocation was discussed at interview then include any assistance here, such as relocation allowance etc.  
  
**Hours of Work**  
State core hours if applicable, any breaks e.g. lunch, any flexible options such as working from home etc.  
  
**Responsibilities/duties**  
Use the work you did for the ad or a position description if you have one.  
  
**Compliance with company policies & procedures**  
Refer to policies and procedures manual or state particular policies relevant to your business e.g. safety requirements  
  
**Remuneration**  
State gross annual salary inclusive of the percentage of superannuation as discussed.  
  
State pay period – fortnightly, monthly and when it will be paid e.g. the15th of each month.  
  
Highlight any overtime if applicable and the conditions and rates.  
  
Emphasise any other benefits paid e.g. health care.  
  
**Leave**

* **Annual leave** – confirm the specifics e.g. 20 days per year. Outline the monthly accrual days and provide information on how to apply for leave
* **Sick leave** – provide days of entitlement for first year of service and the number of days for each year following. State the cumulative e.g. 20 days. Also state when you expect a medical certificate e.g. more than two days. Make clear that unused sick leave will not be paid on resignation or termination (if applicable)
* **Long service leave** – state the time (in years) that the person will need to work in continuous employment with the organisation before being eligible for long service leave. Then indicate how many weeks per year following that
* **Maternity/paternity leave** – highlight how many years of service before eligibility and period (in weeks) of leave entitlement

**Harassment/racial vilification/discrimination**  
Many organisations today provide employees with clear policies associated with behaviours relating to the above, and the consequences for not following them. Such policies refer to the responsibilities of employees, managers and the company in upholding these and the protection for those who complain.   
  
**Computer use/abuse**  
The organisation needs to state clearly its policy on personal use to protect it from viruses and law suits relating to copyright. You may also wish to include consequences for any unacceptable use of the internet.  
  
**Confidentiality**  
This information is to protect your organisation from misuse of confidential information by an employee. It may also refer to confidential and sensitive information relating to customers, e.g. commercial and financial activities. It cannot refer to information already in the public domain. It might also include information relating to intellectual property while the person is employed in the organisation, stating that all such information and copies thereof need to be retuned to the employer on resignation or termination.   
  
It may also include a covenant relating to restrictions by the employee, following their resignation or termination, about market sensitive information; maintaining a sufficient degree of confidentiality; and any clauses regarding working for a competitor.  
  
**Termination**  
State clearly the conditions that would warrant summary dismissal e.g. convicted of an indictable offence (you might wish to consult with legal counsel or your employer association).  
  
**Acceptance**  
I accept the offer of employment and agree to the terms and conditions as stated in this contract.  
  
  
Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student name: